

REMARKS

In the final Office Action¹, the Examiner rejected claims 1, 7, 14-19, and 21-28 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. ("*Walker '207*") and U.S. Patent No. 6,598,026 to Ojha et al. ("*Ojha*") in view of U.S. Patent No. 5,862,223 to Walker et al. ("*Walker '223*"). The Office Action mentions claims 13 and 20. However, Applicant canceled claims 13 and 20 in an Amendment filed on August 1, 2006.

Applicant respectfully traverses the rejection of claims 1, 7, 14-19, and 21-28. Independent claim 1, for example, recites an information processing apparatus including a transferring means, "wherein the transferring means transfers contents of first customer's non-binding requests to the second customer, and the second customer views and checks the contents of the first customer's non-binding requests before making a purchase." None of the references teaches or suggests at least this subject matter of claim 1.

Walker '207 discloses a "method and apparatus for effectuating bilateral buyer-driven commerce" (*Walker '207*, abstract). The method allows sellers to search for buyer purchase offers and contractually bind the buyers (*Walker '207*, abstract). Buyers create "conditional purchase orders" which can be browsed by sellers (*Walker '207*, col. 8 line 42 to col. 9 line 16). However, *Walker '207* does not disclose transferring a first buyer's CPO's to a second buyer. *Walker '207* also does not disclose that a first buyer's CPO's are viewed by a second buyer, or that the second buyer

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

checks the contents of the first buyer's CPO's before making a purchase. Therefore, *Walker '207* does not teach or suggest the claimed "wherein the transferring means transfers contents of first customer's non-binding requests to the second customer, and the second customer views and checks the contents of the first customer's non-binding requests before making a purchase," as recited by independent claim 1.

Ojha fails to cure the deficiencies of *Walker '207*. *Ojha* discloses "methods and apparatus .. for facilitating a transaction between a buyer and one of a plurality of sellers" (*Ojha*, abstract). *Ojha* further discloses that the buyer can initiate a search for a product (*Ojha*, col. 9, lines 18-36 and Fig. 3). However, *Ojha* does not disclose transferring a first buyer's requests to a second buyer. *Ojha* also does not disclose that a first buyer's requests are viewed by a second buyer, or that the second buyer checks the contents of a first buyer's requests before making a purchase. Therefore, *Ojha* does not teach or suggest the claimed "wherein the transferring means transfers contents of first customer's non-binding requests to the second customer, and the second customer views and checks the contents of the first customer's non-binding requests before making a purchase," as recited by independent claim 1.

Walker '223 fails to cure the deficiencies of *Walker '207* and *Ojha*. *Walker '223* discloses an "expert matching method and apparatus for managing communications between an expert having particular qualifications and an end user seeking a solution to an expert request" (*Walker '223*, abstract). *Walker '223* also discloses that an end user submits an end user request that is transmitted to a central controller (*Walker '223*, col. 16, lines 54-61). However, *Walker '223* does not disclose transferring a first end user's requests to a second end user. *Walker '223* also does not disclose that a first end

user's request is viewed by a second end user, or that the second end user checks the contents of the first end user's request before making a purchase. Therefore, *Walker* '223 does not teach or suggest the claimed "wherein the transferring means transfers contents of first customer's non-binding requests to the second customer, and the second customer views and checks the contents of the first customer's non-binding requests before making a purchase,"" as recited by independent claim 1.

Claim 1 also recites a searching means that, "in response to a demand from a second customer, allows the second customer to search the non-binding requests for an offer to sell goods submitted by the first customer." The Examiner concedes that *Walker* '207 does not disclose the claimed searching means (Office Action at p. 5). However, the Examiner alleges that *Ojha* cures the deficiencies of *Walker* '207 (Office Action at p. 2). As Applicants pointed out in a Reply to Office Action filed December 19, 2006 ("the Reply"), *Ojha* does not cure the deficiencies of Walker. In response to Applicants' reasoning as set forth in the Reply, the Examiner quotes several statements from *Ojha*, none of which teach or suggest the claimed searching means.

First, the Examiner cites to *Ojha*'s summary, stating that *Ojha* teaches "consumers and corporation buyers may ... electronically search through vast inventories" (Office Action at p. 2). However, this portion of *Ojha* does not disclose that a first consumer or buyer can search anything submitted by a second consumer or buyer. Moreover, electronically searching inventories is not the same as searching non-binding requests for an offer to sell goods.

Ojha's summary also discloses, "the buyer's interface allows him to search a proprietary database for current product information for a variety of products being

offered for sale by a number of sellers,” and the Examiner alleges this portion of *Ojha* discloses the claimed searching means. However, at best, this amounts to a disclosure of allowing a customer to search information submitted by a seller, not another customer. Moreover, *Ojha*’s current product information is not a non-binding request for an offer to sell goods.

Ojha also discloses that a buyer does not need to log on to the transaction site before conducting a search, and this allows individuals who are not members of the transaction site to conduct a search (*Ojha*, col. 9, lines 19-26). The Examiner appears to indicate that this disclosure of *Ojha* relates to the claimed searching means (Office Action at p. 2). Applicants submit that whether a buyer is logged into, or a member, of the transaction site is irrelevant to the claimed searching means. This portion of *Ojha* simply does not disclose a searching means that “allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer.”

Ojha also discloses that a buyer can give permission for others to review his shopping lists (*Ojha*, col. 10, lines 65-66). The Examiner contends that this disclosure is relevant to the claimed searching means (Office Action at p. 2). However, *Ojha* does not disclose that the “others” can search the buyer’s shopping list, only that they can review the shopping list. Moreover, shopping lists are not comprised of “non-binding requests for an offer to sell goods.” Indeed, shopping lists are not comprised of requests for offers at all. Shopping lists only allow a purchaser to identify and save multiple products that they wish to purchase. *Ojha*, therefore, does not teach or suggest the claimed searching means that “allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer.”

As discussed in the Reply, *Walker* '223 fails to cure the deficiencies of *Walker* '207 and *Ojha*.

Walker '223 discloses a "search means queries a database having end user request and searchable criteria which correspond to the expert qualifications" (*Walker* '223, col. 45, claim 93), and the Examiner alleges that claim 93 of *Walker* '223 discloses the claimed searching means (Office Action at p. 2). However, claim 93 does not identify who is searching the database. Claim 93 depends from claim 67 of *Walker* '223, which recites an "end user" and an "expert." Applicants submit that, even assuming the end user of *Walker* corresponds to the claimed second customer, the expert in *Walker* cannot correspond to the claimed first customer, because the premise of *Walker* is enabling the expert to sell services, not enable the expert to purchase goods. Indeed, the expert in *Walker* does not submit non-binding requests for an offer to sell goods at all. *Walker* '223, therefore, fails to teach or suggest the claimed searching means that "allows [a] second customer to search the non-binding requests for an offer to sell goods submitted by [a] first customer."

Although of different scope than claim 1, independent claim 7 is allowable for at least the same reasons as claim 1. Claims 14-19 and 27 depend from claim 1, and claims 21-26 and 28 depend from claim 7.

Dependent claim 14 further distinguishes the cited references. Claim 14 recites "[t]he information processing apparatus according to claim 1, wherein the second customer can purchase goods using non-binding requests for an offer to sell goods from the first customer." The Examiner alleges that *Walker* '207, *Ojha*, and *Walker* '223 disclose the subject matter of claim 14, but only cites to *Ojha* (Office Action at p. 5).

The cited portions of *Ojha* disclose that a buyer may conduct simultaneous negotiations with a number of sellers (*Ojha*, col. 4, lines 28-48). *Ojha* also discloses that a buyer can place multiple bids while intending to only make a single purchase (*Ojha*, col. 4, lines 28-48). However, *Ojha* does not disclose that any of the bids are submitted by another buyer. Indeed, the cited portions of *Ojha* only mention a single buyer. *Ojha*, therefore, fails to teach or suggest the claimed “wherein the second customer can purchase goods using non-binding requests for an offer to sell goods from the first customer.”

As discussed, the Examiner fails to cite to any portion of *Walker* ‘207 or *Walker* ‘207, but merely provides a blanket allegation that these references disclose the claimed “wherein the second customer can purchase goods using non-binding requests for an offer to sell goods from the first customer.” (Office Action at p. 5). However, M.P.E.P. § 706.02(j) states, “the examiner should set forth in the Office action: (A) the relevant teachings of the prior art relied upon, preferably with reference to the relevant column or page number(s) and line number(s) where appropriate.”

Moreover, *Walker* ‘207 fails to cure the deficiencies of *Ojha*. *Walker* ‘207 discloses a method and apparatus to allow buyers of goods and services to communicate a binding purchase offer to potential sellers (*Walker*, abstract). However, *Walker* ‘207 does not disclose that a buyer can purchase goods using a request from another customer. *Walker* ‘207, therefore, fails to teach or suggest the claimed “wherein the second customer can purchase goods using non-binding requests for an offer to sell goods from the first customer.”

Walker '223 fails to cure the deficiencies of *Ojha and Walker* '207. *Walker* '223 discloses "a method and apparatus for an expert seeking to sell his services to more efficiently find a client." However, *Walker* '223 does not disclose that a customer can purchase expert services using requests submitted by another customer. *Walker* '223, therefore, fails to teach or suggest the claimed "wherein the second customer can purchase goods using non-binding requests for an offer to sell goods from the first customer."

Because the cited references fail to teach or suggest each and every claim element recited by claims 1, 7, 14-19, and 21-28, no *prima facie* case of obviousness has been established. Applicant therefore requests the Examiner to withdraw the rejection of these claims under 35 U.S.C. § 103(a).

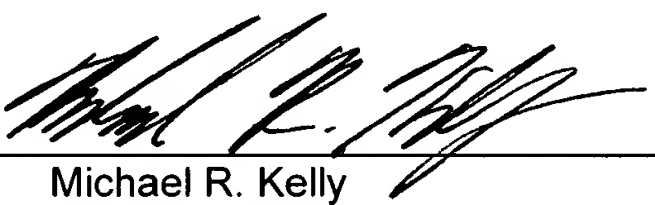
In view of the foregoing remarks, Applicant respectfully requests reconsideration of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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